

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

J.D.,

Plaintiff,

v.

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
NEW YORK; ST. MATTHIAS ROMAN CATHOLIC
CHURCH,

Defendants.

Index No.: _____

JURY TRIAL DEMANDED**Child Victims Act Proceeding
22 NYCRR 202.72****VERIFIED COMPLAINT**

Plaintiff J.D. (“Plaintiff”), by and through his attorneys, Lowey Dannenberg, P.C., respectfully alleges for his Verified Complaint against Defendants The Roman Catholic Diocese of Brooklyn, New York (“Diocese of Brooklyn”) and St. Matthias Roman Catholic Church (“St. Matthias RCC”) (collectively “Defendants”), and alleges upon personal knowledge and, where stated, upon information and belief, as follows:

INTRODUCTION

1. From approximately 1952 to 1955, Father Sylvester A. Marsh (“Fr. Marsh”) of St. Matthias RCC, sexually abused Plaintiff as a child
2. The Diocese of Brooklyn knew for decades that its priests, clergy, seminarians, religious brothers, religious sisters, school administrators, teachers, employees, and volunteers were using their positions within the Diocese of Brooklyn to groom and to sexually abuse children. Despite that knowledge, the Diocese of Brooklyn failed to take reasonable steps to protect children from being sexually abused and actively concealed the abuse.

3. In February of 2019, following decades of denial and cover-up, the Diocese of Brooklyn released a list of clergy members credibly accused of sexual abuse of a minor.¹ Based on the Diocese of Brooklyn's years of wrongful conduct, a reasonable person could and would conclude that it knowingly and recklessly disregarded the abuse of children and chose to protect its reputation and wealth over those who deserved protection. The result is not surprising: hundreds, if not thousands, of children were sexually abused by Catholic clergy and others who served the Diocese of Brooklyn. The Plaintiff in this lawsuit is one of those children who was sexually abused because of the Diocese of Brooklyn's wrongful conduct.

4. This action is brought by Plaintiff J.D., who was just a young boy at age 8, 9, and 10 years old when was sexually abused by Fr. Marsh, a former diocesan priest. While the abuse occurred, Defendants were generally negligent in that they employed Fr. Marsh and gave him access to children. This action arises out of the clandestine abuse perpetrated by Fr. Marsh during the 1950's and thereafter when employed by Defendant Diocese of Brooklyn. During Fr. Marsh's fifty-plus year career working as a diocesan priest, including at Defendant St. Matthias RCC, Fr. Marsh repeatedly and continuously molested and sexually abused Plaintiff. Plaintiff strongly believes there were other victims. Fr. Marsh repeatedly abused Plaintiff, through the employ and negligence of Defendants, at Defendants' camp facility and during numerous day trips organized by and taken under the auspices of Defendants.

PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

5. This Verified Complaint is filed pursuant to the Child Victims Act (CVA) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NVCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse

¹ See <https://dioceseofbrooklyn.org/sex-abuse-crisis-response/list/> (last visited August 18, 2019)

in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each plaintiff's claims were time barred the day they turned 22 years old. The enactment of the CVA allows plaintiffs, for the first time in their lives, to pursue restorative justice in New York State.

PARTIES

A. Plaintiff

6. Plaintiff J.D. is a resident of the State of New York, residing in Queens County.

Plaintiff was born in February 1945.

7. Plaintiff was a parishioner at Defendant St. Matthias RCC parish and attended its elementary school from approximately 1st grade through 8th grade.

8. Starting when he was approximately 7 years old, Plaintiff attended Defendants' owned and/or affiliated sleep away summer camps, which were associated with Defendants Diocese of Brooklyn and St. Matthias RCC, and participated in numerous day trips organized by St. Matthias RCC. Plaintiff was sent to the camp for two months at a time during each summer since his mother was ill and his father was deceased.

9. Plaintiff was repeatedly and continuously abused by Fr. Marsh at Defendants' owned and/or affiliated sleepaway summer camp, and on the New York City subway cars they took during Defendants' organized day trips in New York City.

10. Plaintiff brings this action under a pseudonym having simultaneously sought leave of Court.

B. Defendants

11. Whenever reference is made to any Defendant entity, such reference includes that entity, its parent companies, subsidiaries, affiliates, predecessors, and successors. In addition, whenever reference is made to any act, deed, or transaction of any entity, the allegation means

that the entity engaged in the act, deed, or transaction by or through its officers, directors, agents, employees, or representatives while they were actively engaged in the management, direction, control, or transaction of the entity's business or affairs.

12. Defendant Roman Catholic Diocese of Brooklyn, New York ("Diocese of Brooklyn") is incorporated pursuant to the Religious Corporations Law of the State of New York and maintains its principal place of business at 310 Prospect Park, Brooklyn, NY 11215. Defendant Diocese of Brooklyn is the Roman Catholic diocese covering the jurisdiction of the Boroughs of Brooklyn and Queens.

13. Defendant Diocese of Brooklyn is currently presided over by the seventh and current Bishop of Brooklyn, His Excellency, the Most Reverend Nicholas DiMarzio.

14. The Diocese of Brooklyn operates its affairs as both a corporate entity and as the organization known as the Diocese of Brooklyn. Both of these entities and all other affiliated corporations and entities controlled by the Bishop are included in this Verified Complaint as the "Diocese of Brooklyn." The Diocese of Brooklyn functions as a business by engaging in numerous revenue producing activities and soliciting money from its members in exchange for its services.

15. Defendant Diocese of Brooklyn owned and/or was affiliated with a summer camp that was a co-ed lake front sleepaway camp that would send kids by bus from Defendant St. Matthias RCC parish to its property.

16. Defendant St. Matthias Roman Catholic Church ("St. Matthias RCC") is incorporated pursuant to the Religious Corporations Law of the State of New York. Defendant St. Matthias RCC maintains its principal place of business at 58-15 Catalpa Avenue, Ridgewood, NY 11385.

17. Defendant St. Matthias RCC is the Roman Catholic parish serving the Queens neighborhood section of Ridgewood.

18. Defendant St. Matthias RCC owned and/or was affiliated with a summer camp that was a co-ed lake front sleepaway camp that would send kids by bus from Defendant St. Matthias RCC parish to its property.

JURISDICTION AND VENUE

19. Jurisdiction of this Court is found upon C.P.L.R. § 301 as Defendants' principal places of business are in New York and because the unlawful conduct complained of herein occurred in New York.

20. Jurisdiction of this Court is found upon C.P.L.R. § 302 in that Defendants transact business within the State and committed the acts described here within this State.

21. Venue lies in this Court pursuant to C.P.L.R. § 503(a), (c) and (d) and other laws in that one or more Defendants are authorized to transact business in this State and have their principal office located in the State of New York and County of Kings; Kings County is the location where the events giving rise to the claim occurred; and C.P.L.R. §509 in that Plaintiff has designated Kings County for the trial.

FACTUAL ALLEGATIONS

22. At all times material, Fr. Marsh was a Roman Catholic priest who worked for, was employed by, and acted as an agent, employee, and servant of Defendants Diocese of Brooklyn and St. Matthias RCC under its direct supervision, management, agency, and control.

23. Fr. Marsh was ordained by Defendant Diocese of Brooklyn as a diocesan priest and took his vows on June 2, 1928. He served as a diocesan priest up until his death on September 2, 1984.

24. Defendants placed Fr. Marsh in positions where he had access to and worked with children as an integral part of his work.

25. Fr. Marsh's duties were to tend to the spiritual and emotional needs of parish families and their children while employed by Defendants.

26. Plaintiff was raised in a devout Roman Catholic family and attended St. Matthias RCC church and school in Ridgewood, Queens, New York, in the Diocese of Brooklyn.

27. Plaintiff was a parishioner at Defendant St. Matthias RCC parish and attended its elementary school from 1st grade through 8th grade.

28. Plaintiff and Plaintiff's family came in contact with Fr. Marsh as an agent and representative of Defendants.

29. Fr. Marsh ingratiated himself and gained the trust of Plaintiff's family by frequent visits to their home and by showing concern for Plaintiff's mother and his family during frequent visits.

30. Plaintiff, as a youth, participated in activities at St. Matthias RCC with Fr. Marsh, including attending a co-ed lake-front sleepaway camp with Fr. Marsh that would bus kids from Defendant St. Matthias RCC parish to its property in New York.

31. Starting when Plaintiff was 7 years old, Plaintiff attended Defendants' owned and/or affiliated summer camps every summer until he was approximately 10 years old.

32. Plaintiff would go stay at the camp for two months during the summer months since his mother was ill and his father was deceased.

33. Fr. Marsh was a presence who would visit the children and was a fixture at Defendants' owned and/or affiliated summer camps, with his own living quarters where he would invite Plaintiff to sit on his lap privately.

34. Fr. Marsh repeatedly visited Defendants' owned and/or affiliated summer camps and arranged for Plaintiff to attend the camp. Plaintiff believes the Defendant waived all or a portion of the camp's tuition fee. Thus, despite that Plaintiff's parents were unable to afford the cost of sending Plaintiff to the summer camps, Fr. Marsh arranged for Plaintiff to go anyway.

35. Fr. Marsh's efforts to get Plaintiff into the sleep away camp was viewed by the Plaintiff's family as generous and kind. In fact, Plaintiff was then available to be further victimized by Fr. Marsh when he would visit the camp on certain weekends.

36. Fr. Marsh, knowing the Plaintiff's family situation, offered assistance and friendship and took advantage of the limited adult supervision or parental attention that J.D. experienced. This exploitation was made possible by the trust bestowed on him as the St. Mathias RCC parish priest.

37. Upon Plaintiff's information and belief, this sleepaway summer camp was owned, sponsored and ran by Defendants St. Matthias RCC and Diocese of Brooklyn.

38. Plaintiff, therefore, developed great admiration, trust, reverence, and respect for the Roman Catholic Church, including Defendants and their agents, including Fr. Marsh. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Defendants and Fr. Marsh.

39. Defendants had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

40. Plaintiff was a minor and had no reason to suspect Fr. Marsh.

41. Fr. Marsh engaged in unpermitted sexual contact with Plaintiff.

42. Fr. Marsh abused Plaintiff during the return from multiple school trips on the New York City Subway and on multiple visits to Defendants' owned and/or affiliated summer camps.

43. While attending Defendants' owned and/or affiliated summer camps, Fr. Marsh would call Plaintiff into his own private room and have Plaintiff sit on his lap where he would proceed to molest Plaintiff.

44. Fr. Marsh repeatedly molested Plaintiff at Defendants' owned and/or affiliated summer camps in similar fashion.

45. Fr. Marsh also accompanied Plaintiff and others on visits to the Museum of Natural History in Manhattan and other sites in New York City, where he would repeatedly molest Plaintiff in the subway car on the return trip.

46. On return rides from the museum Fr. Marsh would call out for individual kids by name for them to join him in the engineer's cabin in the subway car. He had Plaintiff sit on his lap and ask how he liked the museum while molesting him.

47. Fr. Marsh molested Plaintiff in the engineer's cabin on the subway on multiple occasion including, but not limited to, annual trips returning from the rodeo at Madison Square Garden and from the Museum of Natural History.

48. Defendants had the authority, duty, and the ability to prevent Fr. Marsh from sexually abusing children.

49. Defendants should have taken action to prevent Fr. Marsh from interacting with children without supervision.

50. Defendants failed to do so and allowed the abuse to occur repeatedly.

CAUSES OF ACTION

COUNT I Negligence (Against All Defendants)

51. Plaintiff re-alleges and incorporates by reference the allegations contained in all

prior paragraphs as if fully stated in this Count.

52. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

53. Each Defendant owed Plaintiff a duty of care because each Defendant had a special relationship with Plaintiff.

54. Defendants also had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents, and other parents of young, innocent, vulnerable children in the Diocese of Brooklyn to properly train and supervise its seminarians and clerics. This special relationship arose because of the high degree of vulnerability of the children entrusted to their care. As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendants had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

55. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because each Defendant also had a special relationship with Fr. Marsh.

56. Defendants also had a duty to take reasonable steps to prevent Fr. Marsh from using the tasks, premises, and instrumentalities of his position with the Defendants to target, groom, and sexually abuse children, including J.D.

57. Defendants owed Plaintiff a duty of reasonable care because Fr. Marsh brought Plaintiff onto St. Matthias RCC parish and camp premises and undertook custody of minor children, including Plaintiff; promoted their facilities, including the summer camp, and programs as being safe for children; held their agents, including Fr. Marsh, out as safe to work with children; encouraged parents and children to spend time with their agents; and/or encouraged their agents, including Fr. Marsh, to spend time with, interact with, and recruit children.

58. By accepting custody of the minor Plaintiff, Defendants established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, Defendants entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over Plaintiff. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through its employees, exploited this power over Plaintiff and, thereby, put the minor Plaintiff at risk for sexual abuse.

59. By establishing and/or operating the Diocese of Brooklyn and St. Matthias RCC, holding their facilities, including their summer camps, and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, and provide a reasonably safe environment for children. Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

60. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendants invited Plaintiff onto their property and Fr. Marsh posed a dangerous condition on Defendants' property.

61. Each Defendant breached its duties to Plaintiff. Defendants failed to use ordinary care in determining whether their facilities, including its camps, were safe and/or determining whether they had sufficient information to represent their facilities as safe. Defendants' breach

of their duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation, failure to properly train the employees at institutions and programs within Defendants' geographical confines, failure to train the parishioners within Defendants' geographical confines about the dangers of sexual abuse by clergy, failure to have any outside agency test their safety procedures, failure to protect the children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by relying upon mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

62. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Fr. Marsh posed and the risks of child sexual abuse in Catholic institutions. They also failed to warn them about any of the knowledge that Defendants had about child sexual abuse.

63. Defendants additionally violated a legal duty by failing to report known and/or suspected abuse of children by Fr. Marsh and/or its other agents to the police and law enforcement.

64. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned that Fr. Marsh were not fit to work with children. Defendants, by and through their agents,

servants and/or employees, became aware, or should have become aware of Fr. Marsh's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working at the Diocese of Brooklyn and St. Matthias RCC were safe.

65. Defendants knew or should have known that Defendants had numerous agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. They knew or should have known that there was a specific danger of child sex abuse for children participating in their youth programs.

66. However, despite this knowledge, Defendants negligently deemed that Fr. Marsh was fit to work with children; and/or that any previous suitability problems Fr. Marsh had were fixed and cured; and/or that Fr. Marsh would not sexually molest children; and/or that Fr. Marsh would not injure children.

67. Defendants' actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child at its summer camp facility, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Fr. Marsh had access to through Defendants' camp facility, Plaintiff was a foreseeable victim.

68. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants.

COUNT II
Negligent Training and Supervision of Employees
(Against Diocese of Brooklyn and St. Matthias RCC)

69. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

70. At all times material, Fr. Marsh was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Fr. Marsh engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

71. Defendants had a duty, arising from their employment of Fr. Marsh, to ensure that he did not sexually molest children.

72. Further, Defendants owed a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between clerics and children.

73. Defendants were negligent in the training, supervision, and instruction of their employees. Defendants failed to timely and properly educate, train, supervise, and/or monitor their agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendants were additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Fr. Marsh and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Fr. Marsh's sexual abuse of Plaintiff. In failing to properly supervise Fr. Marsh, and in failing to establish such training procedures for employees and administrators, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

74. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the

training and/or supervising of its employees.

COUNT III
Negligent Retention of Employees
(Against Diocese of Brooklyn and St. Matthias RCC)

75. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

76. At all times material, Fr. Marsh was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein.

77. Defendants negligently retained Fr. Marsh with knowledge of Fr. Marsh's propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendants failed to investigate Fr. Marsh's past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Fr. Marsh's propensity for child sexual abuse. Defendants should have made an appropriate investigation of Fr. Marsh and failed to do so. An appropriate investigation would have revealed the unsuitability of Fr. Marsh for continued employment and it was unreasonable for Defendants to retain Fr. Marsh in light of the information they knew or should have known.

78. Defendants negligently retained Fr. Marsh in a position where he had access to children and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendants taken reasonable care.

79. In failing to timely remove Fr. Marsh from bringing minors onto parish property or working with children or terminate the employment of Fr. Marsh, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

80. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering. The sexual abuse and resulting injuries to Plaintiff were caused solely and wholly by reason of the negligent failures of Defendants in the retention of its employees.

COUNT IV
Outrage and Intentional Infliction of Emotional Distress
(Against Diocese of Brooklyn and St. Matthias RCC)

81. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

82. Defendants engaged in reckless, extreme, and outrageous conduct by providing Fr. Marsh with access to children, including Plaintiff J.D., despite knowing that he would likely use his position to groom and to sexually abuse them, including J.D. Their misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard by them of the consequences that would follow.

83. As a result of this reckless, extreme, and outrageous conduct, Fr. Marsh gained access to J.D. and sexually abused him.

84. Defendants knew that this reckless, extreme, and outrageous conduct would inflict severe physical, emotional and psychological injury, including personal physical injury, on others, and J.D. did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation and emotional and physical distress.

COUNT V
Negligent Infliction of Emotional Distress
(Against Diocese of Brooklyn and St. Matthias RCC)

85. Plaintiff re-alleges and incorporates by reference the allegations contained in all

prior paragraphs as if fully stated in this Count.

86. Defendants owed a duty of care to Plaintiff not to place Fr. Marsh in a setting that would foreseeably pose a danger to Plaintiff.

87. Defendants knew or should have known that Fr. Marsh was a danger to children before Fr. Marsh sexually molested Plaintiff.

88. Defendants knew or should have known that Fr. Marsh had a propensity to engage in conduct with children that was sexual in nature before Fr. Marsh sexually molested Plaintiff.

89. Defendants breached their duties to Plaintiff by failing to use reasonable care. Defendants' failures include, but are not limited to, failing to properly supervise Fr. Marsh, failing to properly supervise Plaintiff, and failing to protect Plaintiff from a known danger.

90. The negligence and conduct of Defendants unreasonably endangered the physical safety of Plaintiff.

91. The aforementioned negligence of Defendants was a direct and proximate cause of the extreme emotional and psychological harm and distress suffered by Plaintiff and unreasonably endangered Plaintiff's safety.

92. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

COUNT VI
Premises Liability
(Against Diocese of Brooklyn and St. Matthias RCC)

93. Plaintiff re-alleges and incorporates by reference the allegations contained in all prior paragraphs as if fully stated in this Count.

94. Defendants owed Plaintiff a duty to protect Plaintiff from harm because the Defendants invited Plaintiff onto their property and the summer camp which it ran.

95. Fr. Marsh posed a dangerous condition on the Defendants' property.

96. Defendants allowed Fr. Marsh to remain on its property even though it knew or should have known of Fr. Marsh's dangerous sexual propensities.

97. Fr. Marsh was dangerous, unsafe, and posed a risk of serious injury to any persons who were lawfully in and about said area.

98. Defendants knew or should have known of the danger posed by Fr. Marsh , and despite said notice, Defendants failed, refused, and/or neglected to remove, reassign, or restrict Fr. Marsh's access to children, and was otherwise careless and negligent such that a great risk of serious injury to persons who are lawfully in and about said area was caused and/or allowed to exist.

99. Defendants knew or should have known that Fr. Marsh posed an unreasonable risk of harm and a foreseeable danger to Plaintiff.

100. Defendants knew or should have known that Fr. Marsh was a danger to children before Fr. Marsh sexually molested Plaintiff.

101. Defendants knew or should have known that Fr. Marsh were not fit to work with children and had a propensity to engage in conduct with children that was sexual in nature before Fr. Marsh sexually molested Plaintiff.

102. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

PRAYER FOR RELIEF

WHEREFORE, based on the foregoing causes of action, Plaintiff prays for a money judgment against Defendants in an amount that will fully and fairly compensate Plaintiff for

Plaintiff's injuries and damages, and for any other relief the Court deems appropriate, including punitive damages.

The amount of damages sought in this Verified Complaint exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

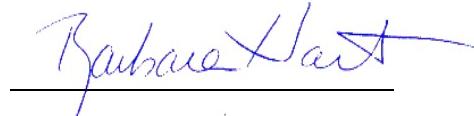
JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable. Pursuant to §4 of the New York Child Victims Act, Plaintiff is entitled to a trial preference.

Dated: White Plains, New York
August 22, 2019

LOWEY DANNENBERG, P.C.

By:



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SUPREME COURT OF THE STATE OF NEW YORK
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THE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
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COUNTY OF QUEENS :

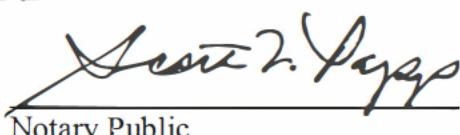
I, [REDACTED], being duly sworn, deposes and says:

I am the Plaintiff in the within action; I have read the foregoing VERIFIED
COMPLAINT and know the contents thereof, the same are true to my own knowledge, except as
to the matters therein which are stated to be alleged on information and belief, and as to those
matters I believe to be true.

[REDACTED]

[REDACTED]

Sworn to before me this
22nd day of August, 2019.


Notary Public

SCOTT V. PAPP
Notary Public, State of New York
No. 02PA6210401
Qualified in New York County
Commission Expires: 8.17.21

The original, unredacted Verification
is on file with Plaintiff's counsel.